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20170912123054
Filed Date: 09/12/2017
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September 12, 2017

Ms. Lynn M. Retz
Secretary to the Commission
Kansas Corporation Commission
1500 SW Arrowhead Road
Topeka, Kansas 66604-4027

Re: Docket No. 08-SWBT-940-IAT – In the Matter of the Application of
Southwestern Bell Telephone Company for Approval of Interconnection Agreement
Under the Telecommunications Act of 1996.

Ms. Retz:

Attached via electronic filing with the Commission is the Application for Approval of a Modification to the Interconnection Agreement (“the Agreement”) previously approved between Southwestern Bell Telephone Company d/b/a AT&T Kansas and Bandwidth.com CLEC, LLC (“CLEC”) on July 10, 2008 in the above-captioned docket. Also enclosed is the supporting Affidavit of Richard T. Howell, Area Manager-Regulatory Relations.

This modification implements terms resulting from the FCC’s USF/ICC Order in the current Agreement. The Agreement, with this modification and the attachments incorporated therein, is an integrated package and is the result of negotiation and compromise. There are no outstanding issues between the parties that need the assistance of mediation or arbitration. CLEC is registered as active and in good standing with the Kansas Secretary of State’s office.

AT&T Kansas files this modification to the Agreement seeking Commission approval of its terms and conditions consistent with the Federal Telecommunications Act of 1996. AT&T Kansas represents and believes in good faith that the implementation of this modification to the Agreement is consistent with the public interest, convenience and necessity and does not discriminate against any telecommunications carrier. AT&T Kansas specifically requests that the Commission refrain from taking any action to change, suspend or otherwise delay implementation of this modification to the agreement, in keeping with the support for competition previously demonstrated by the Commission.

Contact information for CLEC is listed below.

CLEC Officer Name:	Additional Contact Name for Notice:
Lisa Jill Freeman	
Vice President & Regulatory Compliance Officer	
900 Main Campus Drive, Venture Center III - 5 th Floor	
Raleigh, NC 27606	
Phone: (919) 439-3571	
Fax: (919) 238-3571	
E-mail: ljfreeman@bandwidth.com	

The Commission's prompt attention to this matter would be appreciated.

Sincerely,

A handwritten signature in blue ink, appearing to read "Bruce A. Ney".

Bruce A. Ney
AVP – Senior Legal Counsel

Attachments

cc: Lisa Jill Freeman

**BEFORE THE STATE CORPORATION COMMISSION
OF THE STATE OF KANSAS**

In the Matter of the Application of)
Southwestern Bell Telephone Company)
for Approval of Interconnection)
Agreement Under the)
Telecommunications Act of 1996.)

Docket No. 08-SWBT-940-IAT

**APPLICATION OF SOUTHWESTERN BELL TELEPHONE COMPANY
FOR APPROVAL OF A MODIFICATION TO INTERCONNECTION AGREEMENT**

Southwestern Bell Telephone Company d/b/a AT&T Kansas hereby files this Application for Approval of a Modification to the Interconnection Agreement ("the Agreement") under the Telecommunications Act of 1996 ("Federal Act") between AT&T Kansas and Bandwidth.com CLEC, LLC and would respectfully show the Kansas Corporation Commission ("Commission") the following:

I. INTRODUCTION

1. AT&T Kansas presents to this Commission a modification to the Agreement previously negotiated, executed and filed with the Commission on April 11, 2008 pursuant to the terms of the Federal Act. The Commission issued an order approving the Agreement on July 10, 2008. This modification implements terms resulting from the FCC's USF/ICC Order in the current Agreement. A copy of the executed Amendment which reflects the parties' agreement to incorporate this modification to the Agreement is attached hereto as Attachment I.

II. REQUEST FOR APPROVAL

2. AT&T Kansas seeks the Commission's approval of this modification to the Agreement, consistent with the provisions of the Federal Act. The implementation of this modification to the Agreement complies fully with Section 252(e) of the Federal Act because the modifications are consistent with the Commission's previous conclusion that the Agreement is consistent with the public interest, convenience and necessity and does not discriminate against any telecommunications carrier.

3. AT&T Kansas respectfully requests that the Commission grant expeditious approval of this modification to the Agreement, without change, suspension or other delay in its implementation. The Agreement, with this modification, is a bilateral agreement, reached as a result of negotiations and compromise between competitors, and the parties do not believe a docket or intervention by other parties is necessary or appropriate.

III. STANDARD FOR REVIEW

4. The statutory standards of review are set forth in Section 252(e) of the Federal Act which provides as follows:

Section 252(e) of the Federal Act:

(e) APPROVAL BY STATE COMMISSION

(1) **APPROVAL REQUIRED.** -- Any interconnection agreement adopted by negotiation or arbitration shall be submitted for approval to the State commission. A State commission to which an agreement is submitted shall approve or reject the agreement, with written findings as to any deficiencies.

(2) **GROUND FOR REJECTION.** -- The State Commission may only reject --

(A) an agreement (or any portion thereof) adopted by negotiation under subsection (a) if it finds that --

(i) the agreement (or portion thereof) discriminates against a telecommunications carrier not a party to the agreement; or

(ii) the implementation of such agreement or portion is not consistent with the public interest, convenience, and necessity . . .

5. The affidavit of Richard T. Howell, Area Manager-Regulatory Relations, establishes that the modification to the Agreement submitted herein satisfies the standards for approval under the Federal Act. (Affidavit, Attachment II).

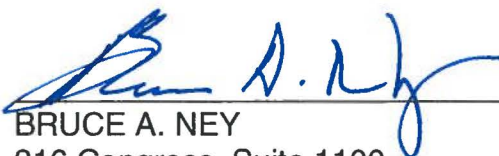
IV. KANSAS LAW

6. The negotiated and executed modification to the Agreement is consistent with the Kansas regulatory statutes.

V. CONCLUSION

7. For the reasons set forth above, AT&T Kansas respectfully requests that the Commission approve this modification to the Agreement previously approved.

Respectfully submitted,



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(512) 870-3420 (Facsimile)
Attorney for Southwestern Bell Telephone
Company d/b/a AT&T Kansas

**AMENDMENT
to
INTERCONNECTION AGREEMENT UNDER
SECTIONS 251 AND 252 OF THE
TELECOMMUNICATIONS ACT OF 1996**

by and between

**SOUTHWESTERN BELL TELEPHONE COMPANY
d/b/a**

AT&T KANSAS

and

BANDWIDTH.COM CLEC, LLC

AMENDMENT

BETWEEN

BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T ALABAMA,
AT&T FLORIDA, AT&T LOUISIANA, AT&T SOUTH CAROLINA AND
AT&T TENNESSEE, ILLINOIS BELL TELEPHONE COMPANY D/B/A
AT&T ILLINOIS, MICHIGAN BELL TELEPHONE COMPANY D/B/A AT&T
MICHIGAN, NEVADA BELL TELEPHONE COMPANY D/B/A AT&T
NEVADA AND AT&T WHOLESALE, PACIFIC BELL TELEPHONE
COMPANY D/B/A AT&T CALIFORNIA, SOUTHWESTERN BELL
TELEPHONE COMPANY D/B/A AT&T KANSAS, AT&T OKLAHOMA AND
AT&T TEXAS, WISCONSIN BELL, INC. D/B/A AT&T WISCONSIN

AND

BANDWIDTH.COM CLEC, LLC



Signature: eSigned - Steve LeonardSignature: eSigned - William BockelmanName: eSigned - Steve Leonard
(Print or Type)Name: eSigned - William Bockelman
(Print or Type)Title: General Manager
(Print or Type)Title: DIR-INTERCONNECTION AGREEMENTS
(Print or Type)Date: 08 Aug 2017Date: 08 Aug 2017**Bandwidth.com CLEC, LLC**

BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA, AT&T FLORIDA, AT&T LOUISIANA, AT&T SOUTH CAROLINA and AT&T TENNESSEE, Illinois Bell Telephone Company d/b/a AT&T ILLINOIS, Michigan Bell Telephone Company d/b/a AT&T MICHIGAN, Nevada Bell Telephone Company d/b/a AT&T NEVADA and AT&T Wholesale, Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA, Southwestern Bell Telephone Company d/b/a AT&T KANSAS, AT&T OKLAHOMA and AT&T TEXAS, Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN by AT&T Services, Inc., its authorized agent

State	Resale OCN	CLEC OCN
ALABAMA	235F	072F
CALIFORNIA	235F	981E
FLORIDA	235F	982E
ILLINOIS	235F	984E
KANSAS	235F	986E
LOUISIANA	235F	153F
MICHIGAN	235F	991E
NEVADA	235F	988E
OKLAHOMA	235F	119F
SOUTH CAROLINA	235F	077F
TENNESSEE	235F	124F
TEXAS	235F	004F
WISCONSIN	235F	007F

Description	ACNA Code(s)
ACNA(s)	BCJ

**AMENDMENT TO THE AGREEMENT
BETWEEN
BANDWIDTH.COM CLEC, LLC
AND**

BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T ALABAMA, AT&T FLORIDA, AT&T LOUISIANA, AT&T SOUTH CAROLINA AND AT&T TENNESSEE, ILLINOIS BELL TELEPHONE COMPANY D/B/A AT&T ILLINOIS, MICHIGAN BELL TELEPHONE COMPANY D/B/A AT&T MICHIGAN, NEVADA BELL TELEPHONE COMPANY D/B/A AT&T NEVADA AND AT&T WHOLESALE, PACIFIC BELL TELEPHONE COMPANY D/B/A AT&T CALIFORNIA, SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T KANSAS, AT&T OKLAHOMA, AT&T TEXAS AND WISCONSIN BELL, INC. D/B/A AT&T WISCONSIN

This Amendment (the "Amendment") amends the Agreement(s) by and between AT&T and CARRIER as shown in the attached Exhibit A.

WHEREAS, AT&T and CARRIER are Parties to the Agreement(s) as shown in the attached Exhibit A; and

WHEREAS, the Parties desire to amend the Agreements to implement to the *Connect America Fund et al.*, WC Docket No. 10-90 et al, Report and Order issued by the Federal Communications Commission ("FCC") on November 18, 2011 (FCC 11-161), and as amended by the FCC on December 23, 2011 (FCC 11-189) ("FCC ICC Reform Order").

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreements as follows:

1. The Amendment is composed of the foregoing recitals, the terms and conditions, contained within, Exhibit A - Listing of Agreements, and Exhibit B - Pricing Sheet, all of which are hereby incorporated within this Amendment by this reference and constitute a part of this Amendment.
2. **Intercarrier Compensation**
 - 2.1. The Parties hereby implement the intercarrier compensation rates reflected in the Pricing Sheet attached hereto as Exhibit B, for the termination of all Section 251(b)(5) Traffic exchanged between the Parties in the applicable state(s). The intercarrier compensation rates included in Exhibit B hereby supersede the existing rate elements included in the Agreements for purposes of reciprocal compensation.
3. There shall be no retroactive application of any provision of this Amendment prior to the Effective Date of an adopting CLEC's agreement.
4. This Amendment shall be deemed to revise the terms and provisions of the Agreement only to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Agreement (including all incorporated or accompanying Appendices, Addenda, and Exhibits to the Agreement), this Amendment shall govern, provided, however, that the fact that a term or provision appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Amendment.
5. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.
6. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
7. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

8. Signatures by all Parties to this Amendment are required to effectuate this Amendment. This Amendment may be executed in counterparts. Each counterpart shall be considered an original and such counterparts shall together constitute one and the same instrument.
9. This Amendment shall be filed with and is subject to approval by the State Commission and shall become effective ten (10) days following approval by such Commission. For California: Pursuant to Resolution ALJ 257, this filing will become effective, absent rejection of the Advice Letter by the Commission, upon thirty (30) days after the filing date of the Advice Letter to which this Amendment is appended. For Wisconsin: Pursuant to Wisconsin Statute § 196.40, this Amendment shall become effective ten (10) days after the mailing date of the final order approving this Amendment.

Exhibit A

AT&T ILEC ("AT&T")	CARRIER Previous Legal Name	Contract Type	Approval Date
Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA	Bandwidth.com CLEC, LLC	Interconnection Agreement	5/29/08
Illinois Bell Telephone Company d/b/a AT&T ILLINOIS	Bandwidth.com CLEC, LLC	Interconnection Agreement	6/25/2008
Southwestern Bell Telephone Company d/b/a AT&T KANSAS	Bandwidth.com CLEC, LLC	Interconnection Agreement	7/10/2008
Michigan Bell Telephone Company d/b/a AT&T MICHIGAN	Bandwidth.com CLEC, LLC	Interconnection Agreement	5/20/2008
Nevada Bell Telephone Company d/b/a AT&T NEVADA and AT&T Wholesale	Bandwidth.com CLEC, LLC	Interconnection Agreement	5/29/2008
Southwestern Bell Telephone Company d/b/a AT&T OKLAHOMA	Bandwidth.com CLEC, LLC	Interconnection Agreement	5/16/2008
Southwestern Bell Telephone Company d/b/a AT&T TEXAS	Bandwidth.com CLEC, LLC	Interconnection Agreement	4/24/2008
Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN	Bandwidth.com CLEC, LLC	Interconnection Agreement	6/2/2008
BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA	Bandwidth.com CLEC, LLC	Interconnection Agreement	5/13/2008
BellSouth Telecommunications, LLC d/b/a AT&T FLORIDA	Bandwidth.com CLEC, LLC	Interconnection Agreement	7/2/2008
BellSouth Telecommunications, LLC d/b/a AT&T LOUISIANA	Bandwidth.com CLEC, LLC	Interconnection Agreement	6/30/2010
BellSouth Telecommunications, LLC d/b/a AT&T SOUTH CAROLINA	Bandwidth.com CLEC, LLC	Interconnection Agreement	4/16/2008

AT&T ILEC ("AT&T")	CARRIER Previous Legal Name	Contract Type	Approval Date
BellSouth Telecommunications, LLC d/b/a AT&T TENNESSEE	Bandwidth.com CLEC, LLC	Interconnection Agreement	6/21/2010

Pricing Sheet
Exhibit B

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
2MR-AT	KS	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION	Rate for All ISP-Bound and section 251(b)(5) Traffic as per FCC 01-131, per MOU		ZZUR2		\$0.00	NA	NA	MOU
2MR-AT	KS	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION	Optional EAS Transport and Termination per MOU		ZZUR2		\$0.00	NA	NA	MOU

**BEFORE THE KANSAS CORPORATION COMMISSION
OF THE STATE OF KANSAS**

In the Matter of the Application of)
Southwestern Bell Telephone Company)
for Approval of Interconnection) Docket No. 08-SWBT-940-IAT
Agreement Under the)
Telecommunications Act of 1996.)

AFFIDAVIT OF RICHARD T. HOWELL

STATE OF TEXAS)
)
COUNTY OF DALLAS) SS

Before me, the Undersigned Authority, on the 7th day of September 2017, personally appeared Richard T. Howell of Southwestern Bell Telephone Company d/b/a AT&T Kansas, upon being by me duly sworn on oath deposed and said the following:

1. My name is Richard T. Howell. I am over the age of 21, of sound mind and competent to testify to the matters stated herein. I am the Area Manager-Regulatory Relations for AT&T Kansas, and I have personal knowledge concerning the Interconnection Agreement (“the Agreement”) between AT&T Kansas and Bandwidth.com CLEC, LLC that was approved by the Commission on July 10, 2008 and the proposed modification to that Agreement.
2. This modification implements terms resulting from the FCC’s USF/ICC Order in the current Agreement.
3. There are no outstanding issues between the parties that need the assistance of mediation and arbitration relating to the modification to the Agreement.
4. The implementation of this modification to the Agreement is consistent with the public interest, convenience and necessity.

5. This modification to the Agreement does not discriminate against any telecommunications carrier. The modification is available to any similarly situated local service provider in negotiating a similar agreement.
6. The negotiated and executed modification to the Agreement is consistent with Kansas law.


Richard T. Howell

Subscribed and sworn to before me this 7th day of September 2017.


Notary Public

My Commission Expires: 3/29/2020

